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*Special Counsel to Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:
PG&E CORPORATION,
-and-
PACIFIC GAS & ELECTRIC COMPANY,
Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in Lead Case No.
19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**CERTIFICATION OF GREGG M. FICKS
IN SUPPORT OF SECOND INTERIM
FEE APPLICATION OF COBLENTZ
PATCH DUFFY & BASS LLP FOR
ALLOWANCE AND PAYMENT OF
COMPENSATION AND
REIMBURSEMENT OF EXPENSES
(OCTOBER 1, 2019 THROUGH
JANUARY 31, 2020)**

Date: TBD

Time: TBD

Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

Judge: Hon. Dennis Montali

Objection Deadline: April 6, 2020 at
4:00 p.m. (Pacific Time)

1 I, Gregg M. Ficks, hereby certify as follows:

2 1. I am attorney licensed to practice law in the State of California. I am a partner at
3 the law firm of Coblentz Patch Duffy & Bass LLP, Special Counsel to the Debtors,¹ and am
4 authorized to make this Declaration in that capacity. Except as otherwise may be stated herein, all
5 statements in this Certification are based on my personal knowledge, and, if called upon to do so, I
6 could and would testify to them.

7 2. I make this Certification in support of the *Second Interim Fee Application of*
8 *Coblentz Patch Duffy & Bass LLP for Allowance and Payment of Compensation and*
9 *Reimbursement of Expenses (October 1, 2019 through January 31, 2020)* (the “**Interim**
10 **Application**”). I am the attorney designated by Coblentz to sign the Interim Application on its
11 behalf.

12 3. Pursuant to the Northern District Guidelines, I certify that:

13 A. I have read the Interim Application.

14 B. To the best of my knowledge, information, and belief formed after
15 reasonable inquiry, the compensation and expense reimbursement sought in
16 the Interim Application are in conformity with the Northern District
17 Guidelines, except as otherwise may be indicated in the Interim
18 Application.

19 C. The compensation requested in the Interim Application has been billed at
20 rates, and in accordance with, practices no less favorable to the Debtors than
21 those currently employed by the Firm and generally accepted by the Firm’s
22 clients.

23 4. There is no agreement or understanding between Coblentz and any other person or
24 entity other than the partners of the Firm for the sharing of compensation to be received for
25 services rendered in these cases.

26 5. As required by the Northern District Guidelines, the Firm has sent billing

27 _____
28 ¹ Capitalized terms not defined herein shall have the meaning ascribed to them in the Interim
Application described in Paragraph 2 herein.

1 statements to the Debtors on a monthly basis. I certify that the Debtors, counsel for the Creditors
2 Committee and the TCC, and the U.S. Trustee each are being provided with a copy of the Interim
3 Application in accordance with the Interim Compensation Order.

4 6. Attached hereto as Exhibit A is a true and correct copy of a letter transmitting the
5 Interim Application to the Debtors and advising them of their rights to review and object to the
6 compensation and expense reimbursement sought therein.

7 7. The Firm responds to the questions identified in Item C.4. of the U.S. Trustee
8 Guidelines as follows:

9 Question 1: Did the Firm agree to any variations from, or alternatives to, the
10 Firm's standard or customary billing rates, fees or terms for services pertaining to this engagement
11 that were provided during the Interim Fee Period? If so, please explain. Answer: The Firm
12 discounted its standard rates for the Debtors as described in the Application seeking the Firm's
13 retention as Special Counsel [Dkt. No. 2595], and discounted its 2020 standard rates for the
14 Debtors as set forth in the Notice Regarding Rate Changes filed November 22, 2019 [Dkt.
15 No. 4845].

16 Question 2: If the fees sought in the Interim Application as compared to the fees
17 budgeted for the time period covered by the Interim Application are higher by 10 percent or more,
18 did the Firm discuss the reasons for the variation with the client? Answer: The Debtors provide
19 annual budgets to the Firm for some of the matters the Firm handles for them. These budgets are
20 subject to periodic adjustment by the Debtors as each calendar year progresses. To the extent the
21 Debtors provided annual budgets to the Firm for the matters the Firm is handling for them as
22 Special Counsel, such budgets have not been adjusted during the course of the Chapter 11 cases to
23 date, and Coblentz has not exceeded these budgets during the Interim Fee Period. The Debtors
24 have not yet provided 2020 budgets for most of the matters Coblentz is handling for them to
25 Coblentz, however.

26 Question 3: Have any of the professionals included in the Interim Application
27 varied their hourly rate based on geographic location of the Chapter 11 Cases? Answer: No.

28 Question 4: Does the Interim Application include time or fees related to reviewing

1 or revising time records or preparing, reviewing or revising invoices? If so, please quantify by
2 hours and fees. Answer: The Interim Application includes fees for reviewing and revising and
3 reducing proposed invoices just prior to the invoices being issued and transmitted to the Debtors,
4 and in conjunction with preparation of the Firm's Monthly Fee Statements during the Interim Fee
5 Period in order to seek to conform the invoices to the Northern District Guidelines and the U.S.
6 Trustee Guidelines. The Firm billed for such tasks as part of a category designated as
7 Bankruptcy-Related Matters in the Interim Application. The time within this category that was
8 incurred revising and reducing proposed draft invoices is approximately 3.9 hours, corresponding
9 to approximately \$2,510.5 in fees.

10 Question 5: Does the Interim Application include time or fees for reviewing time
11 records to redact any privileged or other confidential information? If so, please quantify hours and
12 fees. Answer: No.

13 Question 6: Does the Interim Application include any rate increases since the
14 Firm's retention in this case? If so, did the client review and approve those rate increases in
15 advance? Did the client agree when retaining the law firm to accept all future rate increases?
16 Answer: Yes, the Interim Application includes rate increases starting in the Firm's January 2020
17 time entries, which increased became effective January 1, 2020. The Firm previously has advised
18 the Debtors that the Firm typically increases its hourly rates annually. The rate increases that
19 became January 1, 2020 were discussed with, and approved by, the Debtors prior to the
20 implementation of the new rates at such date. The new rates continue to be discounted from
21 Coblentz's standard hourly rates.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed this 14th day of March, 2020, in San Francisco,
24 California.

25 /s/ Gregg M. Ficks
26 Gregg M. Ficks
27
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